

## OFFICE OF THE COMMISSIONER OF INCOME TAX(APPEALS), UNIT-1, KOLKATA P-7, CHOWRINGHEE SQUARE, 7<sup>th</sup> FLOOR, KOLKATA-700069

No. CIT(A), Unit-1/Kol/Tender/Car Hire / 2022-23/+52/53 Dated:29.06.2022

## TENDER NOTIFICATION FOR HIRING OF OFFICIAL VEHICLE

- 1. The Commissioner of Income Tax (Appeals), Unit-1, Kolkata intends to hire one (1) vehicle to be used as official vehicle for the use of the Commissioner of Income Tax (Appeals), Unit-1, Kolkata. Sealed quotations are invited from reputed parties engaged in the business of providing transport facilities for hiring of vehicle along with the following document:-
- i. Photocopies of Certificate of Registration and fitness of the vehicle.
- ii. Photocopy of the latest emission test certificate.
- iii. Photocopy of Road Tax Certificate.
- iv. Photocopy of Comprehensive Insurance Policy.
- v. Photocopy of agreement executed with any Govt. Authority.
- 2. The vehicle should not be more than two years old.
- 3. The vehicle should conform to the latest BS (Bharat Stage) emission norms. The vehicle should mandatorily have commercial registration number (Yellow Number Plate) as per provisions of the Motor Vehicles Act 1988 and West Bengal Motor Vehicle Rules, 1989.
- 4. Other details and terms and conditions for supply of the vehicle can be obtained from the O/o the Commissioner of Income Tax (Appeals),Unit-1, Kolkata (Room No. 5, 7<sup>th</sup> Floor, Aayakar Bhawan, P-7, Chowringhee Square, Kolkata 700069) under the Commissioner of Income Tax (Appeals),Unit-1, Kolkata on any working day between 12.00 Noon to 04.00 P.M.
- 5. The Sealed quotations are to be submitted to the O/o the Commissioner of Income Tax (Appeals), Unit-1, Kolkata (Room No. 5, 7<sup>th</sup> Floor, Aayakar Bhawan, P-7, Chowringhee Square, Kolkata 700069) under the Commissioner of Income Tax (Appeals), Unit-1, Kolkata latest by 5.00 PM on 01.08.2022.
- 6. Commissioner of Income Tax (Appeals), Unit-1, Kolkata reserves the right to reject any quotation without assigning any reason whatsoever.

Head of Office to CIT(Appeals), Unit-1, Kolkata.

## **TERMS AND CONDITIONS**

- The vehicle will be provided with driver and fuels.
- The Staff car must be Sedan mid-sized vehicle, should not be more than two years old for the official use of CIT(A), Unit-1, Kolkata as Staff car.
- 3. The vehicle shall be at the disposal of the concerned user throughout the period of agreement, at all time. Dedicated vehicle and drivers having valid Driving License and sufficient experience, exposure and familiarity with city roads must be provided. Dedicated vehicles and drivers are not to be changed without prior approval of the user/hiring authority. Change of drivers will be allowed only in exceptional circumstances.
- 4. The drivers will observe all the etiquette and protocol while on duty. He will be neatly dressed preferably in white uniform and carry a mobile phone in working condition for which no separate payment shall be made by the Department.
- The vehicle shall carry proper Registration Certificate, Road Tax Certificate, Insurance Certificate, Emission Test Certificate etc., in original.
- The vehicle should be registered as public service vehicle (commercial vehicle) i.e. Yellow Number Plate with the competent authorities of the State Government.
- The vehicle is to be maintained in excellent condition and regular clearing must be ensured.
- 8. The monthly hire charge for mid-sized Staff car vehicle shall not exceed Rs. 50,000/- (Rupees Fifty thousand only) including Service tax/GST as applicable. TDS will be deducted as per Income Tax Act, 1961 while making payment to the service provider.
- 9. The hire charge will include monthly salary of driver, repairs and maintenance of vehicle, insurance, petrol/diesel, oil and all other incidental expenses including taxes, penalty, fine, parking fees and night charges etc. which shall be borne by the vendor/ Service provider.
- 10. The service provider and the driver shall be bound to carry out the instructions of the user to whom the vehicle will be assigned.
- 11. The service provider shall make immediate alternative arrangement in case the vehicle is not available for use e.g. in the case of breakdown of the vehicle or absence of the driver etc. In case of failure to provide for alternative suitable vehicle, hire charges on pro-rata basis shall be deducted from the monthly hire charges. If any vehicle does not report on time or does not report for duty at all, the user will have a right to hire a vehicle from the market and the additional cost incurred in this respect will be borne by the service provider.
- 12. The service provider is liable for payment of all claims/expenses in case of any accident. He will also indemnify the office of the concerned officer against any loss/damage of property or life attributable to negligence on the part of the driver or poor maintenance of the vehicle.

- 13. The service provider will not utilize the vehicle for any purpose whatsoever even if the vehicle is not being used by the departmental officers.
- 14. A daily record indicating time and mileage for each vehicle is to be maintained in a log book and entries therein must be certified by the user.
- 15. Hire charges will be paid for the use of the vehicle for the whole month subject to maximum usage of 360 hours/2500 Kms per month whichever is more. The time and distance is to be calculated from the time and place of reporting to the time and place of release. Any unutilized hours/kms. is to be carried forward and set off in the succeeding months.
- 16. The agreement between the user and service provider can be cancelled with a notice period of 15 days on either side. The agreement may be renewed for a further period as mutually agreed upon subject to satisfactory performance.
- 17. Payment shall be made on presentation of the bill and observance on of the necessary formalities. The bills for the running of the vehicle along with the logbooks duly authenticated by the user and completed in all respect must be submitted in the office of the users within 5 working days of the month following the end of the month.
- 18. A penalty of Rs.1000/- per day per vehicle may be levied if the vehicle fails to meet the terms and conditions prescribed herein above on any day. However, in case of frequent violations of the terms and conditions, the agreement is liable to be cancelled forthwith without any notice.
- 19. The liability of the department is limited to contract value only.
- Notwithstanding anything contained above the department reserves the right to cancel the agreement on non-fulfilment of any of the above terms and conditions after giving 15 days' notice.
- 21. Any matter during the period of this agreement which has not been specifically covered by these terms and conditions shall be decided upon by the department whose decision shall be final and conclusive.
- 22. In case of any dispute the jurisdiction of Calcutta High Court will apply.
- 23. This contract between the department and the vendor shall ordinarily be valid for a period up to one year from the issue of order. However, the same may be extended on mutual agreement.
- 24. Any matter during the period of this agreement, which has not been specifically covered by this terms and conditions, shall be decided upon by the department whose decision shall be final and conclusive.

Head of Office to CIT(A),Unit-1, Kolkata.